

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS**  
**FOR**  
**RENAL DIALYSIS AND NEPHROLOGY CARE FOR**  
**OFFENDERS AT THE MONROE CORRECTIONAL**  
**COMPLEX (WASHINGTON STATE REFORMATORY)**



**CRFQQ6957**

**RELEASED BY THE STATE OF WASHINGTON**  
**DEPARTMENT OF CORRECTIONS**

**ISSUE DATE: OCTOBER 3, 2006**

## **TABLE OF CONTENTS**

### **CRFQQ6957**

#### **Section 1 – General Information**

- 1.1 Definitions
- 1.2 Introduction
- 1.3 Services Needed
- 1.4 Period of Performance
- 1.5 Consultant Eligibility
- 1.6 RFQQ Coordinator
- 1.7 Schedule of Events
- 1.8 Terms and Conditions
- 1.9 Letter of Intent to Propose

#### **Section 2 – Proposal Order of Appearance**

#### **Section 3 – Proposal Content Requirements**

- 3.1 Identifying Information
- 3.2 Qualifications
- 3.3 Cost Proposal
- 3.4 References

#### **Section 4 – Proposal Preparation**

- 4.1 Proposal Format
- 4.2 Cover Letter and Certifications and Assurances
- 4.3 Proposal Submittal and Closing Date
- 4.4 Proposals Delivered by Mail
- 4.5 Proposals Delivered by Hand/Courier Service
- 4.6 FAXed Proposals

#### **Section 5 – Evaluation of Proposals**

- 5.1 Proposal Evaluation
- 5.2 Responsiveness
- 5.3 Scoring
- 5.4 Rejection of Proposals
- 5.5 Final Selection

#### **Exhibit A – Certification and Assurances**

#### **Exhibit B – Contract General Terms and Conditions**

#### **Exhibit C – RFQQ Terms and Conditions**

#### **Exhibit D – Letter of Intent to Propose**

## SECTION 1 – GENERAL INFORMATION

### 1.1 DEFINITIONS

**Consultant:** An individual or organization submitting a proposal in response to this Request for Qualifications and Quotations.

**Department or DOC:** The state of Washington, Department of Corrections.

**Contractor:** An individual or organization whose proposal in response to this Request for Qualifications and Quotations has been accepted by the Department and with whom a contract for services is executed.

**Patient:** An offender referred by the Department in need of medical assessment and/or renal dialysis.

**Proposal:** A written document submitted in response to this Request for Qualifications and Quotations as an offer by the consultant to the Department.

**Request for Qualifications and Quotations (RFQQ):** A documented, formal process providing an equal and open opportunity to submit a proposal and be awarded a contract. The objective of the RFQQ is to select an individual or organization qualified to perform the work at a competitive price.

### 1.2 INTRODUCTION

The Washington State Department of Corrections is issuing this RFQQ to solicit proposals for renal dialysis and nephrology care for offenders at the Monroe Correctional Complex (Washington State Reformatory) in Monroe, Washington. This procurement is intended to award a contract to the consultant who best meets the Department's requirements and provides a competitive price for the required services.

All services will be provided within the DOC facility and will be available to DOC offenders only. Therefore, no Certificate of Need is required for these services.

### 1.3 SERVICES NEEDED

The Department is responsible for the care and custody of nearly 18,000 offenders in 15 institutions and 15 pre/work release facilities throughout the state. As such, the Department is responsible for offender health care. Health care services to offenders must be medically necessary, as defined in the Department's Offender Health Plan, and consistent with Constitutional standards. To provide health care services, the Department employs physicians, mid-level providers, nurses, dentists, pharmacists, and ancillary staff members to provide onsite primary care. In addition, primary care is also obtained through contracts with a number of health care providers.

The Contractor will be expected to provide the following:

- 1.3.1 A monthly on-site Nephrology clinic for patients referred by the Health Care Providers.
- 1.3.2 Renal dialysis treatments for offenders committed to the custody of the Department, as requested by the Department. Currently, nine offenders are receiving dialysis treatments.
- 1.3.3 Professional Contractor-employed staff including one board-certified Nephrologist/M.D., one Registered Nurse Manager, one Registered Nurse, and one part-time Patient Care Technician/Machine Technician. Each Contractor-employed staff member must be licensed by the appropriate licensing board within the state of Washington.
- 1.3.4 All equipment needed to conduct dialysis services, to include but not necessarily limited to:
  - 1.3.4.1 Seven Fresenius 2008H units or like quality machines with appropriate accessories (at a minimum to include built-in automatic blood pressure cuff; circulation pump; back flow prevention valves; ultrafiltration control and modeling; and sodium modeling).
  - 1.3.4.2 One central water treatment system with appropriate filters and gauges; must meet, Association for the Advancement of Instrumentation (AAMI) standards.
  - 1.3.4.3 Disease Management System software (to interface with each dialysis machine and provide real-time clinical summaries for the patient chart).
  - 1.3.4.4 Reclining dialysis chairs.
  - 1.3.4.5 Office equipment for its staff.
  - 1.3.4.6 All equipment maintenance services to keep equipment in good working order.
  - 1.3.4.7 All supplies needed for treatment.
- 1.3.5 Collection of laboratory tests, results and ESRD profiles.
- 1.3.6 Reporting as follows:

1.3.6.1 Urea Reduction Ratios	Monthly
1.3.6.2 Hematocrits/Hemoglobins	Monthly
1.3.6.3 Albumin	Monthly
1.3.6.4 Water Analysis	Monthly
1.3.6.5 Dialysate Analysis	Monthly
1.3.6.6 Clinical Variances	Monthly
1.3.6.7 Hepatitis Status and Conversions	Monthly
1.3.6.8 Other lab and clinical values	As requested

1.3.7 The following will be recorded on a daily basis:

1.3.7.1 Treatment Data, e.g., census, number of treatments, number of grafts, catheters, and fistulas.

1.3.7.2 Nurses notes and assessments.

#### 1.3.8 FACILITY DESCRIPTION

Washington State Reformatory Unit is part of the Monroe Correctional Complex.

The Washington State Reformatory opened in 1910. WSRU accepts inmates with "close" custody or lower. Inmates are housed in two large cellblocks that are the prominent focal point of this historical building. A Segregation unit provides 200 beds for maximum custody inmates and inmates who need to be temporarily removed from the general population.

WSRU has an inpatient hospital that can also be used by other correctional facilities within the state. All renal dialysis and nephrology care will be provided in the WSRU hospital. These activities occupy three rooms in the hospital as follows: Dialysis Room: 22' 9" X 19' 8" = 453.42 sq ft; Water Room: 11' 3" X 8' 1" = 91.53 sq ft; & Supply Space: 16' 1" X 7' 4" = 119.14 sq ft.

### 1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to begin on January 1, 2007, and be in force and effect through December 31, 2009, with possible one-year amendments extending the contract period through calendar year 2012. Amendments extending the period of performance, if any, shall be upon the request of the Department and with the agreement of the contractor.

### 1.5 CONSULTANT ELIGIBILITY

A consultant submitting a proposal to this RFQQ must meet the following minimum requirements:

- Licensure to practice medicine, nursing or other relevant specialty by the appropriate licensing authorities in the state of Washington with no restrictions.
- Board certified or eligible in the respective specialty area, if applicable.

**CONSULTANTS WHO DO NOT MEET THESE MINIMUM REQUIREMENTS SHALL HAVE THEIR PROPOSALS DEEMED NON-RESPONSIVE AND WILL NOT RECEIVE FURTHER CONSIDERATION.**

### 1.6 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact for this RFQQ. Communications regarding this RFQQ directed to other parties other than the RFQQ Coordinator may result in the disqualification of the consultant. Questions regarding the RFQQ should be directed

to the RFQQ Coordinator. All communication between the consultant and the Department upon receipt of this RFQQ shall be with the RFQQ Coordinator as follows:

John Nispel. Senior Contracts Attorney  
Department of Corrections  
Contracts and Legal Affairs Section  
PO Box 41114  
Olympia, Washington 98504-1114  
Telephone: (360) 725-8365  
FAX: (360) 664-2009  
E-mail: jrnispel@doc1.wa.gov

## **1.7 SCHEDULE OF EVENTS**

Issue RFQQ	October 3, 2006
Deadline to Protest the RFQQ Document	October 9, 2006
Last Date for Questions Regarding the RFQQ	October 9, 2006
Due Date for Department's Official Responses to Questions	October 11, 2006
Due Date for Letter of Intent to Propose	October 16, 2006
Due Date for Proposals	October 23, 2006
Announcement of Successful Consultant (tentative)	November 15, 2006
Contract Performance Begins (tentative)	January 1, 2007

## **1.8 TERMS AND CONDITIONS**

Any contract awarded to an individual or organization will be subject to the Department's General Terms and Conditions, which is attached hereto as Exhibit B.

This RFQQ is subject to all the terms and conditions contained in Exhibit C, which is attached hereto and incorporated by reference.

## **1.9 LETTER OF INTENT TO PROPOSE**

Consultants who intend to submit a proposal must submit a Letter of Intent to Propose to the RFQQ Coordinator no later than 4:00 p.m. local time (Olympia, WA) on October 16, 2006. A sample Letter of Intent to Propose is attached hereto as Exhibit D. It is acceptable to deliver this letter by facsimile ((360) 664-2009) or E-mail: jrnispel@doc1.wa.gov.

Submission of a letter of intent does not irrevocably commit the consultant to submitting a proposal. Failure to submit a Letter of Intent by the deadline specified, however, will result in rejection of the consultant's proposal. The Department assumes no responsibility for delays caused by the United States Postal Service or other mail delivery systems. Time extensions will not be granted.

## **SECTION 2 – PROPOSAL ORDER OF APPEARANCE**

**This proposal must provide the information requested in all of the subsections in Section 3. The consultant shall state the number and the heading of the requirement in sequence and write the response immediately after the requirement statement.**

## **SECTION 3 – PROPOSAL CONTENT REQUIREMENTS**

### **3.1 IDENTIFYING INFORMATION**

- 3.1.1 Name, address, telephone number, facsimile number, and e-mail address of the consultant with whom a contract is to be written if the consultant is selected.
- 3.1.2 Name, address, and telephone number of the individual who will be providing the service.
- 3.1.3 Legal status of the consultant (corporation, partnership, or sole proprietorship).
- 3.1.4 Information regarding the year the legal entity was established, if applicable.
- 3.1.5 Washington Uniform Business Identifier (state tax revenue number), if applicable. Social security number of the consultant, if applicable.
- 3.1.6 If the consultant named above contracted with the Department during the past 24 months, indicate the contract number and the period of performance.
- 3.1.7 Indicate if the consultant has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the consultant due to the consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the consultant or (b) litigated and determined that the consultant was in default. If the consultant has had a contract terminated for default in this period, then the consultant shall submit full details including the other party's name, address, and telephone number. The Department will evaluate the facts, and may, at its discretion, reject the proposal on the grounds of the consultant's past performance.

- 3.1.8 Indicate if the consultant is or has been an employee of the state of Washington within the last two years. If the answer is yes, provide: (a) the name of the agency where employed, (b) position title, and (c) termination date, if applicable.
- 3.1.9 Indicate if the consultant has a license to practice medicine, nursing or other relevant discipline by the appropriate licensing authorities within the state of Washington. State whether there are any license restrictions. If there are no restrictions, so state. Submit all appropriate documentation certifying licensure in Washington State.
- 3.1.10 Indicate if the consultant is board certified. If so, state the specialty area and date board certification obtained. If not board certified, state eligibility and specialty area(s) to become board certified. Submit all appropriate documentation.
- 3.1.11 Indicate if the consultant has professional liability insurance coverage to cover the services requested. Prior to the award of any contract, the consultant or consultant's staff member who will be providing the services must have professional liability insurance coverage to cover injury or loss resulting from the rendering or failing to render the professional services provided. The consultant must maintain minimum limits of \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, the consultant shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss, or person limit. Insurance should be issued by companies admitted to do business within the state of Washington and have a rating of B+, Class VII, or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Department's risk manager or the risk manager for the state of Washington, before any contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and chapter 284-15 WAC. Submit a copy of the policy face sheet or summary page, and certificate of insurance, if the consultant currently maintains insurance coverage.

## **3.2 QUALIFICATIONS**

Provide the following information and any necessary documentation of the consultant or consultant's staff member who will be providing the services.

- Years of experience of providing Nephrology services in a Correctional environment.
- Provide 3 customer references, preferably in the Correctional environment.
- Compliance with Association for the Advancement of Instrumentation (AAMI) standards.
- Board-certified Nephrologist/M.D.



- Evidence of professional licensure by the appropriate licensing board within the state of Washington.
- Ability to deliver Renal dialysis services per 42 CFR 405.
- A description of the equipment and supplies that will be provided.

### **3.2 COST PROPOSAL**

Identify all costs that will be charged by the consultant for performing the tasks necessary to accomplish the objectives of the contract, if awarded. The costs must break out all expenses expected to be billed to the Department. The proposed staff member should be identified by position title and hourly rate, if an hourly rate is applicable.

### **3.3 REFERENCES**

Provide a minimum of three current professional references for the individual(s) who will be performing the services and the consultant organization, if applicable. For each reference provided, give the (1) name of organization or individual; (2) address, telephone number, FAX number, and e-mail address; (3) contact person and relationship of this person to you; and (4) type of service performed.

**The Department reserves the right to contact all references provided and others who may have pertinent information.**

## **SECTION 4 – PROPOSAL PREPARATION**

### **4.1 PROPOSAL FORMAT**

The proposal should be prepared on 8 ½" by 11" white paper and typed double-spaced.

### **4.2 COVER LETTER AND CERTIFICATION AND ASSURANCES**

Proposals must include a cover letter and the Certification and Assurances, Exhibit A, all of which must be signed and dated by a signatory, who has full authority to bind the entity submitting the proposal to the contents of the proposal.

### **4.3 PROPOSAL SUBMITTAL AND CLOSING DATE**

**Six complete copies of each proposal and six copies of all supporting documentation whether mailed or hand delivered must be RECEIVED at the RFQQ Coordinator's office no later than 5:00 p.m. local time (Olympia, WA) on the closing date of October 23, 2006, in accordance with the directions given below. No other distribution of the proposal is to be made by the consultant.**

**LATE PROPOSALS WILL NOT BE ACCEPTED AND WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION. TIME EXTENSIONS WILL NOT BE GRANTED.**

**All proposals and accompanying documentation become the property of the Department and will not be returned.**

#### **4.4 PROPOSALS DELIVERED BY MAIL**

Proposals delivered by mail must be addressed as follows:

John Nispel, RFQQ Coordinator  
Contracts and Legal Affairs  
Department of Corrections  
PO Box 41114  
Olympia, Washington 98504-1114

Consultants are encouraged to use registered or at least first class mail and allow sufficient time to meet the proposal closing date.

#### **4.5 PROPOSALS DELIVERED BY HAND/COURIER SERVICE**

Proposals that are hand delivered must be taken to:

John Nispel, RFQQ Coordinator  
Contracts and Legal Affairs  
Department of Corrections  
7345 Linderson Way SW  
Tumwater, Washington 98501

When hand delivering proposals, please sign in with the security guard at the entrance. The guard will call our office for a pick up. The Department will accept hand-delivered proposals between 8:00 a.m. and 5:00 p.m. PST daily, except for Saturdays, Sundays, and state holidays.

#### **4.6 FAXED PROPOSALS**

Proposals submitted by facsimile will NOT be accepted.

### **SECTION 5 - EVALUATION OF PROPOSALS**

#### **5.1 PROPOSAL EVALUATION**

The evaluation of proposals will be accomplished by a committee to be designated by the Department, which will determine the proposals that are most responsive to the requirements stated in this RFQQ. Written proposals will be utilized in selecting the winning proposal. The Department may elect to select the top three consultants as finalists

for an oral presentation. If selected as a finalist, commitments made by the consultant at the oral presentation must be considered binding by the consultant. The individual who will be assigned to perform the contract must participate in the oral presentation.

**5.2 RESPONSIVENESS**

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with the administrative requirements and instructions specified in the RFQQ. Only responsive proposals that meet the minimum requirements will be forwarded to the evaluation team for further review.

**5.3 SCORING**

The following maximum points will be assigned to the proposal for evaluation purposes:

**Written Proposal**

Qualifications	35 Points
References	30 Points
Cost	35 Points

<b>Maximum Points Available Under the RFQQ</b>	<b>100 Points</b>
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**5.4 REJECTION OF PROPOSALS**

The Department reserves the right at its sole discretion to reject any proposal for any reason whatsoever prior to the execution of a contract with no penalty to the Department or the state. This RFQQ does not obligate the Department or the state of Washington to award a contract as a result of this RFQQ.

**5.5 FINAL SELECTION**

The evaluation process is designed to award a contract, not necessarily to the consultant of least cost, but to that consultant, which in the opinion of the Department, best meets the requirements set forth in this RFQQ.

## CERTIFICATION AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to an award of contract that may result from this RFQQ.

1. I/we understand that in connection with this RFQQ (a) the staff availability information that has been submitted is accurate and complete; and (b) no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Unless exempt from compliance with the Americans with Disabilities Act, the consultant agrees to comply with the Act.
3. The consultant grants permission to the Department to contact all references provided in the consultant's proposal and to contact others who may have information pertinent to this RFQQ.
4. I/we agree to accept the procedures, evaluation criteria, RFQQ terms and conditions, and all other administrative requirements set forth in this RFQQ.
5. I/we agree that the attached proposal is a firm offer for 90 days.
6. I/we certify that I/we are willing to coordinate my/our activities with designated Department staff members in the event I/we are awarded a contract.
7. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
8. I/we understand that the Department will not reimburse me/us for any costs incurred in the preparation of this proposal or if selected as a bidder finalist, any time, travel, or per diem associated with making an oral presentation. All proposals become the property of the Department, and I/we claim no proprietary right to the ideas, writing, items, or samples.
9. I/we understand that any contract awarded as a result of this RFQQ shall incorporate the General Terms and Conditions (Exhibit B). I/we certify that I/we will comply with these terms and conditions if awarded the contract.
10. I/we understand that any person(s) selected as contractor(s) will be required to comply with all federal and state nondiscrimination laws.
11. If consultant is an organization, I/we certify that if awarded the contract, this organization will maintain insurance and the meet additional requirements set forth in Exhibit C.
12. I/we certify that, as a condition of the award of contract, I/we will maintain professional liability insurance as required by section 3.1.10 of the RFQQ.

Signed this \_\_\_\_ day of \_\_\_\_\_ 2006.

Signature \_\_\_\_\_ Title: \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS  
GENERAL TERMS AND CONDITIONS**

1. DEFINITIONS - As used throughout this Contract Agreement, the following terms shall have the meanings set forth below:
  - 1.1 "Contractor" shall mean that agency, firm, provider, organization, individual or other entity performing services under this Contract Agreement. It shall include any Subcontractor retained by the prime Contractor as permitted under the terms of this Contract Agreement.
  - 1.2 "Secretary" shall mean the Secretary of the Department of Corrections and delegates authorized in writing to act on Secretary's behalf.
  - 1.3 "Department" shall mean the Department of Corrections (DOC) of the state of Washington, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
  - 1.4 "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract Agreement under a separate contract agreement with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
  - 1.5 "Contract Administrator" shall mean the Administrator of the Department's Office of Contracts and Regulations, or delegate.
  - 1.6 "OMWBE" means the Office of Minority and Women's Business Enterprises of the state of Washington.
  - 1.7 "Minority Business Enterprise", "Minority-Owned Business Enterprise", or "MBE" means a business organized for profit, performing a commercially useful function, which is owned and controlled by one or more minority individuals and which is certified by the OMWBE.
  - 1.8 "Women's Business Enterprise", "Women-owned Business Enterprise", or "WBE" means a business organized for profit, performing a commercially useful function, which is owned and controlled by one or more women and which is certified by the OMWBE.
2. CONTRACTOR NOT EMPLOYEE OF DEPARTMENT - The Contractor, its employees or agents performing under this Contract Agreement are not employees or agents of the Department. The Contractor will not hold himself/herself out as, nor claim to be, an officer or employee of the Department or of the state of Washington by reason hereof, nor will he/she make any claim of right, privilege, or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.
3. NON-DISCRIMINATION - During the performance of this Contract Agreement, the Contractor shall comply with all requirements of federal, state, and local non-discrimination statutes and regulations. These requirements include, but are not limited to:
  - 3.1 Non-discrimination in employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

The Contractor shall take affirmative action to ensure that employees, including apprentices and volunteers, are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment, and selection for training.

- 3.2 Non-discrimination in Client Services. The Contractor shall not, on grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
- A. Deny an individual any services or other benefits provided under this Contract Agreement.
  - B. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Contract Agreement.
  - C. Subject any individual to segregation or separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this Contract Agreement.
  - D. Deny any individual an opportunity to participate in any program provided by this Contract Agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this Contract Agreement. The Contractor, in determining (a) the types of services or other benefits to be provided; (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria, methods or administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental, or physical handicap.
- 3.3 Americans with Disabilities Act, and any other Federal, State, or local regulations regarding the rights of individuals or groups shall be abided by in the performance of this Contract Agreement where appropriate.
- 3.4 Non-compliance with Non-discrimination Requirements - In the event of the Contractor's non-compliance or refusal to comply with the non-discrimination requirements, this Contract Agreement may be rescinded, canceled, or terminated, in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this non-compliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
4. POLICIES AND PROCEDURES - In connection with such services rendered hereunder, the Contractor agrees to comply with applicable Department/ Institution policies and procedures relative to custody of inmates and security/operation of the institution such as, but not limited to, fingerprinting, photographs for identification purposes, and searches.
5. UTILIZATION OF MINORITY-OWNED AND WOMEN-OWNED BUSINESSES - During the performance of this Contract Agreement, the Contractor shall comply with Chapter 39.19 RCW, as now existing or hereafter amended, any rule adopted under that Chapter by OMWBE and/or any policy or regulations adopted by the Department to effect agency compliance with that Chapter.

In the event that the Contractor fails to comply with any requirements set forth in the text of the contract instrument, relative to the utilization of minority and/or women-owned businesses, the Department may take such action or actions as are provided to the Department under Chapter 39.19 RCW.

If the Contractor prevents or interferes with any Subcontractor's compliance with these provisions, or submits false or fraudulent information to the Department regarding compliance with this provision, the Contractor shall be subject to a fine not to exceed One Thousand Dollars (\$1,000) in addition to any other penalties or sanctions prescribed by law.

6. BILLING PROCEDURES - The Contractor's compensation for goods and services rendered under this Contract Agreement shall be as set forth in the text of the contract instrument attached hereto. Any additional goods or services furnished by the Contractor in excess of that set forth in the text of the contract instrument attached hereto must have prior written approval of the Secretary.

At the intervals prescribed by the Department, the Contractor shall submit a state invoice voucher form prepared in triplicate (original and two signed copies) in the manner prescribed by the Department. Such vouchers shall contain a detailed statement of contract services performed for which the Contractor is seeking compensation. These vouchers shall also include such information as is necessary for the Department to determine the exact nature of all expenditures by Contractor for which reimbursement is sought and, as appropriate, identify all personnel for whom compensation is sought, the amount of hours each individual worked, and the rate of compensation for each.

The Contractor shall submit all travel expenses for which reimbursement is sought on a state travel expense voucher form, completed and signed by the Contractor. These expenses shall be submitted at the intervals and in the manner prescribed by the Department.

Payment shall be considered timely if made by the Department within 30 work days after the date of receipt. The Department may, in its sole discretion, withhold payments due the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract Agreement.

7. INDEMNIFICATION - The Contractor shall defend, protect, and hold harmless the state of Washington, the Department, or any employees thereof, from and against all claims, suits, or actions arising from any negligent or deliberate wrongful act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract Agreement. The provisions of this paragraph shall not apply to any act or omission by the Contractor for which the Department, in the text of this Contract Agreement, has agreed to defend and hold the Contractor harmless. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.
8. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract Agreement without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.
9. CONFLICT OF INTEREST - The Department may, by written notice to the Contractor:
  - 9.1 Terminate the right of the Contractor to proceed under this Contract Agreement if it is found, after due notice and examination by the Contract Administrator, that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the Contractor, or an agent or representative of the Contractor, to any officer or employee of the Department, with a view towards securing this Contract Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Contract Agreement.
  - 9.2 In the event this Contract Agreement is terminated as provided in (9.1) above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract Agreement by the Contractor. The rights and remedies of the Department provided for in this clause shall not be inclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Contract Administrator makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract Agreement.
10. TREATMENT OF ASSETS -
  - 10.1 Title to all property furnished by the Department shall remain in the Department. Example: The Department provides desks for Contractor staff. Title to desks remain in the Department.
  - 10.2 Title to all property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under the Contract Agreement, shall pass to and vest in the Department upon delivery of such property to the Contractor. Example: The Contractor purchases equipment which is a reimbursable budget line item. Title passes to and vests in the Department.
  - 10.3 Title to all property, the costs of which is directly or indirectly reimbursed by the Department, shall pass to and vest in the Department upon delivery of such property to the Contractor. Example: Contractor receives all income from the Department. There are no other sources of funds. Although the item may not be listed in the budget, title will pass to and vest in the Department upon delivery since the costs of the item has been paid by Department funds.
  - 10.4 Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Contract Administrator, be used only for the performance of this Contract Agreement.
  - 10.5 The Contractor shall be responsible for any loss or damage to property of the Department which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, and shall maintain an inventory of Department property.

- 10.6 Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Contract Administrator thereof and shall take all reasonable steps to protect that property from further damage.
- 10.7 The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this Contract Agreement.
- 10.8 All purchases of equipment by Contractors for programs administered by Contractors, which are property of the Department as defined herein, are to be received at the institution/location for control and tagging and entry into the Capital Asset Management System (CAMS) before distribution to the Contractor for use.
- 10.9 All references to the Contractor under this clause shall include any of his/her employees, agents, or Subcontractors.
11. NON-ASSIGNABILITY - The Contractor may not assign any of the Contractor's duties, obligations, rights, or claims assumed or created under this contract without the express prior written consent of the Department signed by the Secretary. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.
12. RECORDS, DOCUMENTS, AND DUTIES - The Contractor shall maintain such books and records, and utilize such accounting procedures and practices necessary to reflect sufficiently, accurately, and properly all direct and indirect costs of any nature expended in the performance of this Contract Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department. Should an audit conducted under the authority of this section disclose that the Contractor has been paid by the Department in excess of the agreed upon costs (overpayment), or has been reimbursed by the Department for direct or indirect costs which are disallowed as a result of that audit, then, in either event, the Contractor shall, upon demand by the Department, repay such overpayment or reimbursement to the Department. The Contractor will retain all books, records, documents, and other material relevant to this Contract Agreement for five years after settlement, and make them available for inspection by persons authorized under this provision. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.
13. SAFEGUARDING OF INMATE INFORMATION - The use or disclosure by any party of any information concerning an inmate for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this Contract Agreement is prohibited, except by written consent of the Department or inmate, or his/her legal representative.

The Contractor agrees to abide by present and future federal and state laws and regulations in maintaining the confidentiality of agency files and records, including Criminal History Record Information (CHRI). In the event CHRI is provided to the Contractor, the Contractor shall abide by all present and future Department rules and regulations governing the use of CHRI information and shall require any of the Contractor's authorized personnel having access to CHRI to strictly adhere to the same. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.

14. RIGHTS IN DATA - Unless otherwise provided, data which originates from this Contract Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

Data which is delivered under the Contract Agreement, but which does not originate there from, shall be transferred to the Department with a non-exclusive, royalty free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable efforts to advise the Department, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract Agreement. The Department shall receive prompt written notice of each notice, claim, or copyright infringement received by the Contractor with respect to any data delivered under this Contract Agreement. The Department shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.



15. **SUB-CONTRACTING** - The Contractor shall not enter into sub-contracts for any of the work contemplated under this Contract Agreement without obtaining prior written approval of the Contracts Administrator of the Department or his/her delegate.
16. **LICENSING AND ACCREDITATION STANDARDS** - The Contractor shall comply with all applicable local, state and federal licensing and accrediting requirements/standards, necessary in the performance of this Contract Agreement.
17. **INDUSTRIAL INSURANCE COVERAGE** - As required by statutes or regulations, the Contractor shall provide or purchase industrial insurance coverage prior to performing work under this Contract Agreement. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any Sub-contractor, or employee of the Contractor, which might arise under these industrial insurance laws during performance of duties and services under this Contract Agreement.
18. **RIGHT OF INSPECTION** - The Contractor shall provide right of access to its facilities to the Department, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract Agreement.
19. **ADVANCE PAYMENTS PROHIBITED** - No payment in advance or in anticipation of services or supplies to be provided under this Contract Agreement shall be made by the Department.
20. **NON-AVAILABILITY OF FUNDS** - In the event funding from state, federal, or other sources is unavailable, withdrawn, reduced, insufficient, or limited in any way, the Department may terminate the Contract Agreement under the "Termination for Convenience" clause, (without the five-day notice requirement) subject to renegotiation under any new funding limitations and conditions.
21. **WAIVER OF DEFAULT** - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract Agreement, unless stated to be such in writing, signed by the Secretary of the Department, and attached to the original Contract Agreement.
22. **CHANGES AND MODIFICATIONS** - The Secretary may, at any time, by written notification to the Contractor, and without notice to any known guarantor or surety, make unilateral changes in the scope of the services to be performed under the Contract Agreement, the period of performance, or the price. These unilateral changes shall be effective as set forth in the amendment to the Contract Agreement or upon signature by the Secretary, if no date has been set forth.

The Contractor will be deemed to have accepted any such unilateral change unless the Contractor notifies the Department's Contracts Administrator of the Contractor's non-acceptance of such unilateral change within fifteen (15) calendar days after the date the change notice is signed by the Secretary. The Contractor and the Department will then use good faith efforts to negotiate a change acceptable to both parties. Failure to agree on an acceptable change shall be a dispute concerning a question of fact within the meaning of clause #23, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the Contract Agreement as changed.

23. **DISPUTES** - Except as otherwise provided in the Contract Agreement, should a dispute arise between the parties hereto, with respect to the terms of this contract or the performance thereof, and it cannot be resolved informally, the parties shall refer the dispute to an independent arbitrator selected by mutual agreement of the Contractor and the Department. The arbitrator so chosen shall establish procedures for an arbitration hearing and shall render a decision resolving the dispute. The arbitrator's decision shall be binding on both parties, unless either party delivers written objection to the decision to the non-objecting party within ten (10) working days after receiving the decision by the arbitrator. The arbitrator's fee will be shared equally by the parties, but neither party shall be financially responsible for the costs incurred by the other party in connection with the arbitration. The parties agree that this dispute process shall precede the commencement of any legal action.

Should either party hereto commence any action in a state or federal tribunal with respect to the dispute decided by arbitration hearing, then the party bringing the action shall bear all court costs and attorney fees if the decision of the arbitrator is substantially upheld. If the decision of the arbitrator is not upheld, then each party shall bear its own costs and attorney fees.

## 24. TERMINATION -

24.1 BY CONTRACTOR - The Contractor may terminate the Contract Agreement by giving the Department written notice of such termination. No such termination shall be effective until sixty (60) days after the Department has received the Contractor's written notice of termination, or until such later date as established by the Contractor in the Contractor's written notice of termination. Contractor shall mail or deliver the Contractor's written notice of termination to the Contracts Administrator. If the Contractor terminates the Contractor Agreement, the Department shall be liable only for payment in accordance with the terms of this Contract Agreement for services rendered prior to the effective date of termination.

24.2 FOR DEFAULT - The Secretary may, by written notice, terminate the Contract Agreement in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract Agreement and the replacement or cover Contract Agreement and all administrative costs directly related to the replacement Contract Agreement, i.e., cost of the competitive bidding, mailing, advertising, and staff time: Provided, that if (A) it is determined for any reason the Contractor was not in default, or (B) the Contractor's failure to perform is without his/her and/or his/her Sub-contractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

24.3 FOR CONVENIENCE - Except as otherwise provided in this Contract Agreement, the Secretary may, by five (5) day's written notice beginning on the second day after the mailing, terminate this Contract Agreement, in whole or in part, when it is in the best interests of the Department. If this Contract Agreement is so terminated, the Department shall be liable only for payment in accordance with the terms of this Contract Agreement for services rendered prior to the effective date of termination.

25. TERMINATION PROCEDURE - Upon termination of this Contract Agreement, the Department, in addition to any other rights provided in this Contract Agreement, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this Contract Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Secretary for (A) completed work and services for which no separate price is stated, (B) partially completed work and services, (C) other property or services which are accepted by the Department, and (D) the protection and preservation of property, unless the termination is for default, in which case the Secretary shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract Agreement. The Department may withhold from any amounts due the Contractor for such completed work or services such sum as the Secretary determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Secretary, the Contractor shall:

25.1 Stop work under the Contract Agreement on the date, and to the extent specified, in the notice;

25.2 Place no further orders or sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract Agreement as is not terminated;

25.3 Assign to the Department, in the manner, at the times, and to the extent directed by the Secretary, all of the rights, titles, and interest of the Contractor under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;

25.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and sub-contracts, with the approval or ratification of the Secretary to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;

- 25.5 Transfer title to the Department and deliver in the manner, at the time, and to the extent, if any, as directed by the Secretary, any property which, if the Contract Agreement had been completed, would have been required to be furnished to the Department.
- 25.6 Complete performance of such part of the work as shall not have been terminated by the Secretary; and
- 25.7 Take such action as may be necessary, or as the Secretary may direct, for the protection and preservation of the property related to this Contract Agreement which is in the possession of the Contractor and in which the Department has or may acquire an interest.
26. GOVERNING LAW - This Contract Agreement shall be governed by the laws of the state of Washington. Any action brought hereunder must be brought in Thurston County, Washington.
27. SEVERABILITY - If any provision of this Contract Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract Agreement which can be given effect without the invalid provision, and to this end the provisions of this Contract Agreement are declared to be severable.
28. CONSTRUCTION - Nothing in this Contract Agreement shall be construed to create a right enforceable by or in favor of any third party.
29. EMPLOYMENT - During the performance of this Contract Agreement, the Contractor shall comply with all requirements of the federal Immigration Reform and Control Act (IRCA) and any regulations adopted by the Department of Justice Bureau of Immigration and Naturalization Services to implement the IRCA. The provisions of this paragraph shall be in addition to any other requirements set forth in the text of the contract instrument attached hereto or any attachments thereto.
30. HEALTH RISKS - There is potential risk to blood borne or other body fluid diseases to personnel who work in or at a DOC facility. It is your responsibility under Chapter 296-62-08001 Washington Administrative Code (WAC) to ensure personnel in your employment and in a DOC site are trained in the requirements of this standard and that you provide adequate protection for your staff consistent with the standard.
- If the Contractor is a health care provider whose primary duties are the medical or physical care of inmates or emergency or medical treatment of employees, you are responsible to understand and abide by the requirements of Chapter 296-62-08001 WAC as well as standard medical practice.
31. ENTIRE AGREEMENT - The Contract, these Terms and Conditions, and all attachments and amendments thereto, constitute the entire agreement between the Contractor and the Department and no other statements or representations, written or oral, shall be deemed a part thereof.

## **RFQQ TERMS AND CONDITIONS**

### **PROPOSAL PREPARATION COSTS**

The Department will not be liable for any costs associated with the preparation of a proposal or any travel time, travel costs, or per diem costs associated with an oral presentation.

### **INSURANCE COVERAGE**

If the consultant is an organization, the consultant must certify by signing the Certification and Assurances, Exhibit A, that it will provide proof of insurance from the consultant's insurance carrier. If the consultant organization is awarded the contract, it shall, at its own expense, obtain and keep in force insurance meeting the following requirements until completion of the contract. Within 15 days of receipt of notice of award, the contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the Department that the insurance requirements stated below have been secured.

The limits of insurance, which may be increased by the state or the Department as deemed necessary, shall not be less than as follows:

#### **COMMERCIAL GENERAL LIABILITY (OCCURRENCE COVERAGE):**

**\$1,000,000 per occurrence**  
**\$2,000,000 aggregate**

Insurance shall cover liability arising out of the premises, operations, independent contractors, products and completed operations, personal injury and advertising injury, and liability assumed under contract (contractual liability).

#### **WORKER'S COMPENSATION:**

The contractor will at all times comply with all workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent possible. The Department will not be held responsible in any way for claims filed by the contractor or its employees for service(s) performed under the terms of the contract.

#### **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE:**

**\$1,000,000 each accident by accident for bodily injury**  
**\$1,000,000 each accident by disease for bodily injury**

By requiring insurance herein, the state and the Department do not represent that coverage and limits will be adequate to protect the contractor and such coverage and limits shall not limit the contractor's liability under the indemnities and reimbursement granted to the state and the Department in any contract.

All insurance will be issued by a company or companies admitted to do business within the state of Washington and have a rating of B+, Class VII, or better in the most recently published edition of Best's Reports. If an insurer is not admitted, the minimum policies and procedures for issuing the insurance policies or bonds must comply with chapter 48.15 RCW and chapter 284-15 WAC.

The state of Washington, the Department, its elected and appointed officials, agents, and employees shall be named as an additional insured on all required insurance policies and shall be stated on the certificate of insurance as well as the policy documents.

All insurance shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the contractor and shall be separate and primary from any other coverage provided to or by the state.

#### **RFQQ MODIFICATION**

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all individuals or organizations that have received the RFQQ. If any prospective consultant has reason to doubt whether the Department is aware of the consultant's interest, it is incumbent on the consultant to notify the Department to be sure that addenda are received. Mail, call, or FAX such notice to the RFQQ Coordinator.

#### **CANCELLATION OR REISSUANCE OF THE RFQQ**

The Department reserves the right to cancel or reissue this RFQQ, in whole or in part, and for any reason at the sole discretion of the Department at any time prior to the award of a contract.

#### **WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES**

The Department reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

#### **WAIVER OF RFQQ TERMS AND CONDITIONS**

The Department reserves the right to waive specific terms and conditions contained in this RFQQ. It shall be understood by the consultant that the proposal is predicated upon acceptance of all the terms and conditions contained in this RFQQ unless the

consultant has obtained such waiver in writing from the Department prior to submission of the proposal. Such a waiver, if granted, will be applicable to all consultants.

## **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

Unless an individual or an organization is exempt from compliance with the Americans with Disabilities Act, the Department will only contract with organizations or individuals that declare their intention to comply with the Americans with Disabilities Act.

## **PROPRIETARY INFORMATION**

All proposals and accompanying documentation become property of the Department and will not be returned unless identified as "proprietary information." The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any proposal received in response to this RFQQ. Selection or rejection of the proposal will not affect this right.

Any restriction of the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFQQ will be handled in accordance with applicable Department regulations and the laws of the state of Washington.

## **INCORPORATION OF RFQQ INTO CONTRACT**

This RFQQ will be incorporated into any contract resulting from this RFQQ.

## **INCORPORATION OF CONSULTANT'S PROPOSAL**

Any contract awarded will incorporate the consultant's successful proposal.

## **VALIDATION PERIOD**

The consultant must agree in writing that proposals are valid for the period of performance of any contract awarded as a result of this RFQQ.

## **FAILURE TO COMPLY**

The consultant is specifically notified that failure to comply with any part of this RFQQ may result in rejection of the proposal as non-responsive.

## **CLARIFICATION**

The RFQQ Coordinator may contact the consultant for clarification of any portion of a consultant's proposal.

## **OFFICIAL FILE**

The proposal will become part of the official file on this matter without obligation to the Department.

## **PROTEST PROCEDURES**

Consultants protesting this RFQQ or award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to consultants under this RFQQ. Upon exhaustion of this remedy, no additional recourse is available within the Department.

Upon receipt of protest, a protest review will be held by the Department's Contracts and Legal Affairs Section to review the RFQQ process utilized. This is not a review of proposals submitted or the evaluation scores received. The review is to ensure agency policies and procedures were followed, all requirements were met, and all consultants were treated equally and fairly.

Only protests setting out an issue of fact concerning a matter of bias, discrimination, conflict of interest, errors in tabulation, or non-compliance with procedures described in the procurement document or agency policy shall be considered.

All protests must be in writing and signed by the protesting party or an authorized agency. Facsimiles, telegrams, or similar transmittals will not be considered. The protest must state the facts and arguments on which the protesting party is relying and be addressed as follows:

Gary Banning  
Administrator  
Contracts and Legal Affairs Section  
Department of Corrections  
PO Box 41114  
Olympia, Washington 98504-1114

If a protest may affect the interest of any consultant, such consultant(s) will be given an opportunity to submit its view and any relevant information on the protest to the Rules, Contracts, and Public Disclosure Administrator.

Protests against this RFQQ must be received by the Contracts and Legal Affairs Section no later than 5:00 p.m. PST on October 9, 2006. Filing of a protest against the RFQQ does not entitle the protesting party to an extension of time for submitting its proposal.

If the protest involves the rejection of a proposal, the protest must be received by the Contracts and Legal Affairs Section no later than 5:00 p.m. PST on the fifth business

day following the protesting party's receipt of notice of rejection, whether oral or written, or the announcement of the successful consultant, whichever occurs first. Only those who are eligible to submit a proposal under the criteria established by the Contracts and Legal Affairs Section may protest the rejection of a proposal.

The Contracts and Legal Affairs Section will consider the record and all facts available and issue a decision within five business days of receipt of the protest unless additional time is required, in which case the protesting party will be notified by the Contracts and Legal Affairs Section of the delay. The decision of the Contracts and Legal Affairs Section will be final and conclusive.

### **AUTHORITY TO BIND THE DEPARTMENT**

The Secretary is the only individual who may legally commit the Department to the expenditure of public funds. No cost chargeable to any proposed contract may be incurred before receipt of either a fully executed contract or a specific, written authorization from the Secretary or his/her delegate.

### **GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions attached to this RFQQ as Exhibit B, will be made a part of any contract awarded pursuant to this RFQQ.



## LETTER OF INTENT TO PROPOSE

John Nispel, RFQQ Coordinator  
Contracts and Legal Affairs Section  
PO Box 41114  
Olympia, Washington 98504-1114  
FAX: (360) 664-2009

Dear Mr. Nispel:

Please accept this letter as my intention to submit a proposal in response to the Request for Qualifications and Quotations for Renal Dialysis Services (CRFQQ6957). This letter constitutes my acceptance of the procedures, evaluation criteria, and other administrative instructions of CRFQQ6957.

Name of Consultant

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Title

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Address

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Telephone Number

---

FAX Number

---

Internet e-mail address

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Sincerely,

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Signature and Title